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*Attorneys for Plaintiff*

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

PINNACLE ENTERTAINMENT, INC., a  
Delaware corporation,

Plaintiff,

v.

LINKZ INTERNET SERVICES, a foreign  
entity,

Defendant.

CASE NO.:

**COMPLAINT**

Plaintiff Pinnacle Entertainment, Inc. ("Pinnacle"), by and through its undersigned counsel, James D. Boyle, Esq. and the law firm of Santoro, Driggs, Walch, Kearney, Holley & Thompson, for its claims against Defendant Linkz Internet Services ("LIS"), hereby alleges as follows:

**I. SUMMARY OF THE COMPLAINT**

1. This is an action for mark infringement and unfair competition under the Lanham Act (15 U.S.C. § 1125(a)) and violation of the Anti-Cybersquatting Consumer Protection Act (15 U.S.C. § 1125(d)), arising from, upon information and belief, LIS's unauthorized registration and use of the Internet domain name www.laubergedulachotel.com (the "Infringing Domain Name"), and unauthorized use of the mark L'AUBERGE DU LAC (the "Infringing Mark").

2. As a result of, upon information and belief, LIS's willful and unauthorized registration and/or use of the Infringing Mark and the Infringing Domain Name, LIS has infringed, and continues to infringe, Pinnacle's mark L'AUBERGE DU LAC (the "Pinnacle

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Mark”). Pinnacle therefore seeks: injunctive relief; the recovery of actual and treble damages; the recovery of LIS’s profits derived from registration and use of the Infringing Domain Name and Infringing Mark; the recovery of Pinnacle’s costs and attorney fees; and such other relief as more fully set forth herein.

## II. THE PARTIES

3. Pinnacle is a Delaware corporation with a principal place of business at 3800 Howard Hughes Parkway, Las Vegas, Nevada.

4. Upon information and belief, LIS is a business entity with a principal place of business located in Grand Cayman, Cayman Islands. Upon further information and belief, LIS is the registrant for the Infringing Domain Name.

## III. JURISDICTION AND VENUE

5. Jurisdiction in this Court is proper pursuant to 15 U.S.C. §§ 1116 and 1121 and 28 U.S.C. §§ 1331 and 1338, as this action arises under the Lanham Act, 15 U.S.C. § 1051 *et seq.*

6. Personal jurisdiction over LIS is proper as LIS has purposefully directed its activities to residents of the state of Nevada, which activities have resulted in the injuries to Pinnacle as alleged herein. LIS has engaged in intentional actions directed at residents of Nevada by and through LIS’s active operation of the Infringing Domain Name, and active operation of the webpages accessible through the Infringing Domain Name (the “Infringing Webpages”), and the infringement of the Pinnacle Mark resultant therefrom, which forum-related actions LIS knew or should have known would cause harm to Pinnacle as alleged herein.

7. Personal jurisdiction over LIS is moreover proper and reasonable because LIS’s intentional actions in infringing the Pinnacle Mark through LIS’s active operation of the Infringing Domain Name and the Infringing Webpages have specifically targeted consumers in Nevada, including, but not limited to, through direct solicitations of such consumers to purchase goods and services through the Infringing Domain Name and the Infringing Webpages.

8. This Court has in-personam jurisdiction over LIS pursuant to Nev. Rev. Stat. 14.065.

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9. LIS's activities as set forth herein have resulted in the injuries to Pinnacle as alleged herein.

10. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2), as a substantial part of the events giving rise to the claims at issue in this action occurred in this judicial district.

#### IV. FACTS

11. Pinnacle is a diversified hotel, entertainment and gaming company that presently owns and operates hotels and casinos (the "Pinnacle Hotels and Casinos") in Nevada, Mississippi, Missouri, Louisiana, Indiana, New Jersey, Argentina and The Bahamas.

12. Among the Pinnacle Hotels and Casinos, Pinnacle owns and operates the L'Auberge du Lac Hotel & Casino which is located in Lake Charles, Louisiana. The L'Auberge du Lac Hotel and Casino began operations in or about May 26, 2007.

13. In association with its intent to construct and operate the L'Auberge du Lac Hotel and Casino, Pinnacle filed multiple mark applications with the United States Patent and Trademark Office (the "USPTO") for the Pinnacle Mark on or about July 28, 2003.

14. To date, Pinnacle has obtained Certificates of Registration for the Pinnacle Mark as follows:

- a: L'AUBERGE DU LAC (Class 25) (Registration No. 3104547);
- b: L'AUBERGE DU LAC (Class 35) (Registration No. 3011912);
- c: L'AUBERGE DU LAC (Class 44) (Registration No. 3204276).

Pinnacle's has dates of first use for these mark registrations of May 25, 2005 and May 27, 2005.

15. Moreover, Pinnacle presently has multiple trademarks and service mark applications for the Pinnacle Mark that remain pending before the USPTO, including without limitation:

- a: In International Class 16 for periodical publications;
- b: In International Class 21 for coffee cups;
- c: In International Class 25 for apparel;
- d: In International Class 28 for golf accessories;

- e: In International Class 35 for retail services;
- f: In International Class 39 internet reservation services;
- g: In International Class 41 for casino and sports services; and
- h: In International Class 43 for resort services.

16. In association with the L'Auberge du Lac Hotel & Casino and the offering of goods and services in association therewith (the "Pinnacle Goods and Services"), Pinnacle has and continues to market, promote and advertise the L'Auberge du Lac Hotel & Casino through use of the Pinnacle Mark. Pinnacle's efforts in this regard date from at least late May 2005.

17. Through Pinnacle's multi-state operations, significant corporate growth and considerable market and commercial successes, extensive marketing and advertising, and multiple channels of trade in which the Pinnacle Mark is and will continue to be utilized, the Pinnacle Mark has obtained famousness and/or the Pinnacle Mark has acquired distinctiveness.

18. Pinnacle has acquired substantial goodwill associated with the Pinnacle Mark, and the Pinnacle Mark has become the mark associated in the marketplace with the L'Auberge du Lac Hotel and Casino.

19. Pinnacle has the priority right to use the Pinnacle Mark in commerce for the Pinnacle Goods and Services and in association with the L'Auberge du Lac Hotel & Casino.

20. Upon information and belief, on or about June 1, 2005, LIS registered the Infringing Domain Name with the on-line domain name registrar Domain Name Sales Corporation ("DNS").

21. Upon information and belief, LIS has used and continues to use the Infringing Domain Name to promote the website and webpages accessible through the Infringing Domain Name, which contain multiple hyperlinks to goods and services offered by LIS in association with the Infringing Domain Name and the Infringing Webpages (the "LIS Goods and Services").

22. Upon information and belief, LIS has further used the Infringing Mark as text, buried code and metadata in association with LIS's wrongful registration of the Infringing Domain Name and operation of the Infringing Webpages.

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1           23.     LIS's first use date and first use in commerce date for the Infringing Mark  
2 occurred after Pinnacle commenced public use of the Pinnacle Mark.

3           24.     Upon information and belief, LIS registered the Infringing Domain Name and  
4 commenced use of the Infringing Mark to capitalize on Pinnacle's goodwill, business reputation  
5 and marketing efforts and the use by Pinnacle of the Pinnacle Mark.

6           25.     LIS is not affiliated with Pinnacle and is not authorized by Pinnacle to use the  
7 Infringing Mark in any manner, including, but not limited to, in association with the Infringing  
8 Domain Name or to promote the LIS Goods and Services.

9           26.     LIS's unauthorized use of the Infringing Mark and unauthorized registration of  
10 the Infringing Domain Name is likely to deceive the public into believing that LIS is authorized  
11 by Pinnacle to use the Infringing Mark or the Infringing Domain Name, or that LIS maintains an  
12 affiliation with Pinnacle to use the Infringing Mark or the Infringing Domain Name, when in fact  
13 LIS is not authorized by Pinnacle or affiliated with Pinnacle for use of the Infringing Mark or the  
14 Infringing Domain Name.

15           27.     Prior to using the Infringing Mark and registering the Infringing Domain Name,  
16 LIS had either actual or constructive notice of Pinnacle's prior use in commerce and legal rights  
17 in and to the Pinnacle Mark, including, but not limited to, in association with the Pinnacle Goods  
18 and Services and in connection with the L'Auberge du Lac Hotel & Casino.

19           28.     LIS used and uses the Infringing Mark and the Infringing Domain Name to profit  
20 from Pinnacle's goodwill, business reputation and marketing efforts through, in part, Pinnacle's  
21 prior use of the Pinnacle Mark and the public's recognition of the distinctiveness associated with  
22 the Pinnacle Mark, the Pinnacle Goods and Services, and the L'Auberge du Lac Hotel & Casino.

23           29.     LIS's past, present and future infringement and misappropriation of the Pinnacle  
24 Mark, including, but not limited to, through use of the Infringing Mark and the Infringing  
25 Domain Name, has permitted and will permit LIS to benefit and profit from Pinnacle's goodwill,  
26 business reputation and marketing efforts associated with the Pinnacle Mark, the Pinnacle Goods  
27 and Services, and the L'Auberge du Lac Hotel & Casino.

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**V. CLAIMS FOR RELIEF**

**FIRST CLAIM FOR RELIEF**

**(Mark Infringement Under the Lanham Act (15 U.S.C. 1114(1)))**

30. Pinnacle hereby incorporates each and every allegation set forth in Paragraphs 1 through 29 as if fully set forth herein.

31. LIS's uses of the Infringing Mark and the Infringing Domain Name in interstate commerce in connection with advertising or promoting the LIS Goods and Services, is likely to cause confusion, or to cause mistake, or to deceive, as to the affiliation, connection, or association of such goods or services of LIS with Pinnacle, or as to the origin, sponsorship, or approval of such goods, services or commercial activities of LIS by Pinnacle.

32. Further, LIS is using a reproduction or colorable imitation of the Pinnacle Mark in interstate commerce, and such use was and continues to be made in connection with the sale, offering for sale, distribution and/or advertising of goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, and/or to deceive reasonable consumers as to the origin, sponsorship, and/or approval by Pinnacle of the Infringing Mark and the goods or services provided thereunder.

33. The actions of LIS as alleged herein constitute mark infringement in violation of 15 U.S.C. § 1114(1).

34. As a result of the acts of LIS as alleged herein, Pinnacle has suffered and will continue to suffer damages to its business, goodwill, reputation and profits, while LIS profits at Pinnacle's expense.

35. The actions of LIS as alleged herein, and the ongoing direct results of those actions, have caused and will continue to cause great and irreparable harm to Pinnacle in an amount that cannot be ascertained, thereby leaving Pinnacle with no adequate remedy at law.

36. Unless LIS is preliminarily and permanently enjoined from infringing the Pinnacle Mark, Pinnacle will continue to suffer irreparable harm.

37. By reason of the foregoing lack of an adequate remedy at law, Pinnacle is entitled to preliminary and permanent injunctive relief against LIS pursuant to 15 U.S.C. § 1116.

1           38. Pinnacle is further entitled to recover statutory damages of not less than \$500.00  
2 or more than \$100,000.00 per counterfeit mark per type of services sold, offered for sale or  
3 distributed, as the Court considers just, in association with LIS's violation of 15 U.S.C. §  
4 1114(1), pursuant to 15 U.S.C. § 1117(c).

5                                   **SECOND CLAIM FOR RELIEF**

6                   **(Federal Mark Infringement and Unfair Competition (15 U.S.C. § 1125(a)))**

7           39. Pinnacle hereby incorporates by this reference each and every allegation set forth  
8 in Paragraphs 1 through 38 as if fully set forth herein.

9           40. LIS's uses of the Infringing Mark and the Infringing Domain Name in interstate  
10 commerce in connection with advertising or promoting the LIS Goods and Services, is likely to  
11 cause confusion, or to cause mistake, or to deceive, as to the affiliation, connection, or  
12 association of such goods or services of LIS with Pinnacle, or as to the origin, sponsorship, or  
13 approval of such goods, services or commercial activities of LIS by Pinnacle.

14           41. LIS's use of the Infringing Mark, the Infringing Domain Name and/or the  
15 Infringing Webpages constitutes mark infringement and unfair competition in violation of 15  
16 U.S.C. § 1125(a).

17           42. As a result of the acts of LIS as alleged herein, Pinnacle has suffered and will  
18 continue to suffer damages to its business, goodwill, reputation and profits, while LIS profits at  
19 Pinnacle's expense.

20           43. The actions of LIS as alleged herein, and the ongoing direct results of those  
21 actions, have caused and will continue to cause great and irreparable harm to Pinnacle in an  
22 amount that cannot be ascertained, thereby leaving Pinnacle with no adequate remedy at law.

23           44. Unless LIS is preliminarily and permanently enjoined from infringing the  
24 Pinnacle Mark, and from engaging in unfair competition, Pinnacle will continue to suffer  
25 irreparable harm.

26           45. By reason of the foregoing lack of an adequate remedy at law, Pinnacle is entitled  
27 to preliminary and permanent injunctive relief against LIS pursuant to 15 U.S.C. § 1116.

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46. Pinnacle is also entitled to recover LIS's profits derived from the use of the Infringing Mark, and any damages Pinnacle has suffered by reason thereof.

47. Pursuant to 15 U.S.C. §§ 1117(a) and 1117(b), Pinnacle is also entitled to an award of treble damages, attorneys' fees, and costs, as LIS's actions as alleged herein were willful, egregious and otherwise exceptional, in association with LIS's violations of 15 U.S.C. § 1125(a) with respect to the Pinnacle Mark.

### THIRD CLAIM FOR RELIEF

#### (Violation of the Anti-Cybersquatting Consumer Protection Act (15 U.S.C. § 1125(d)))

48. Pinnacle hereby incorporates by this reference each and every allegation set forth in Paragraphs 1 through 47 as if fully set forth herein.

49. LIS's actions as alleged herein were committed with a bad faith intent to profit from the Pinnacle Mark by registering, trafficking in or using the Infringing Mark by and through the Infringing Domain Name.

50. The Infringing Domain Name is confusingly similar to the Pinnacle Mark, and the Pinnacle Mark had acquired distinctiveness at the time LIS registered the Infringing Domain Name.

51. LIS's registration of and use of the Infringing Domain Name violates the Anti-Cybersquatting Consumer Protection Act, 15 U.S.C. § 1125(d).

52. As a result of LIS's actions as alleged herein, Pinnacle has suffered and will continue to suffer damage to its business, goodwill, reputation and profits, while LIS profits at Pinnacle's expense.

53. LIS's actions as alleged herein, and the ongoing direct results of those actions, have caused and will continue to cause great and irreparable injury to Pinnacle in an amount that cannot be ascertained, leaving Pinnacle with no adequate remedy at law.

54. Unless LIS is preliminarily and permanently enjoined from LIS's violations of the Anti-Cybersquatting Consumer Protection Act, as alleged herein, Pinnacle will continue to suffer irreparable harm.

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1 of LIS's goods, services or websites, or ordering, directing, participating  
2 or assisting in any such use, or linking to and from the Infringing Domain  
3 Name; and

4 c. registering any domain name embodying in any manner and to any extent  
5 the Pinnacle Mark, including, without limitation, the Infringing Domain  
6 Name, or facilitating the sale or registration of any such domain names, or  
7 offering for sale or registration any such domain names, or ordering,  
8 directing, participating or assisting in any such use;

9 2. That LIS be directed to preserve, retain and deliver to Pinnacle's counsel, in hard  
10 copies or electronic copies: (a) all evidence and documentation relating in any way to LIS's use  
11 of the Infringing Mark, in any form, including, without limitation, all evidence and  
12 documentation relating to LIS's websites, including, but not limited to, the Infringing Domain  
13 Name and the Infringing Webpages, or any other webpages or services where LIS has used such  
14 names or marks; (b) all such evidence and documentation relating to the names and addresses  
15 (electronic mail or otherwise) of any person with whom LIS has communicated regarding LIS's  
16 use of the Infringing Mark, in any form, including, but not limited to, the Infringing Domain  
17 Name and the Infringing Webpages, or any other webpages or services where LIS has used such  
18 names or marks; and (c) all financial evidence and documentation relating to LIS's websites,  
19 services or products, or advertising, which appear or are offered on or through LIS's websites,  
20 including, but not limited to, the Infringing Domain Name and the Infringing Webpages which  
21 are related in any way to LIS's uses of the Infringing Mark;

22 3. That LIS be directed to file with this Court, and to serve upon Pinnacle's counsel,  
23 within thirty (30) days after entry against LIS of any injunctive relief set forth herein, a report in  
24 writing under oath setting forth in detail the manner and form in which LIS complied with said  
25 injunctive relief, pursuant to 15 U.S.C. § 1116(a);

26 4. That LIS be enjoined from engaging in any of the unlawful and/or wrongful  
27 actions as alleged herein, including, without limitation, mark infringement, unfair competition  
28 and/or cybersquatting in violation of the Lanham Act, 15 U.S.C. § 1051 *et seq.*;

1           5.       That LIS be ordered to provide an accounting of LIS's respective profits derived  
2 through any of the actions as alleged herein, including, without limitation, mark infringement  
3 and unfair competition in violation of the Lanham Act, 15 U.S.C. § 1051 *et seq.*;

4           6.       That DNS, or any other registrar or registry relevant to the registration of the  
5 Infringing Domain Name, be directed to cease and desist public access to the Infringing Domain  
6 Name during the pendency of this action;

7           7.       That DNS, or any other registrar or registry relevant to the registration of the  
8 Infringing Domain Name, cancel the Infringing Domain Name or transfer the Infringing Domain  
9 Name to Pinnacle;

10          8.       That DNS, or any other registrar or registry relevant to the registration of the  
11 Infringing Domain Name, be directed to file with this Court, and serve upon Pinnacle's counsel,  
12 within thirty (30) days after entry of preliminary injunctive relief against LIS, a report in writing  
13 under oath setting forth in detail the manner and form in which DNS complied with said  
14 preliminary injunctive relief, pursuant to 15 U.S.C. § 1116(a);

15          9.       That Pinnacle be awarded statutory damages of not less than \$500.00 or more  
16 than \$100,000.00 per counterfeit mark per type of services sold, offered for sale or distributed, as  
17 the Court considers just, in association with LIS's violation of 15 U.S.C. § 1114(1);

18          10.       That Pinnacle recover LIS's profits derived from the use of the Infringing Mark,  
19 and any damages suffered by reason thereof, resultant from LIS's wrongful actions complained  
20 of herein;

21          11.       That Pinnacle be awarded statutory damages in the amount of not less than  
22 \$1,000.00 and not more than \$100,000.00, as the Court considers just, for each domain name  
23 registered, trafficked-in or used by LIS in violation of 15 U.S.C. § 1125(d);

24          12.       That Pinnacle be awarded three times LIS's profits and three times Pinnacle's  
25 damages suffered by reason of LIS's willful and wrongful actions as complained of herein,  
26 pursuant to 15 U.S.C. §§ 1117(a) and 1117(b);

27          13.       That Pinnacle be awarded its reasonable attorneys' fees based on LIS's willful,

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1 wrongful and exceptional actions as alleged herein pursuant to 15 U.S.C. §§ 1117(a) and  
2 1117(b);

3 14. That Pinnacle be awarded its costs of this action; and

4 15. That Pinnacle be awarded such other and further relief as this Court deems just  
5 and equitable.

6 DATED this 19<sup>th</sup> day of October, 2007.

7 **SANTORO, DRIGGS, WALCH,**  
8 **KEARNEY, HOLLEY & THOMPSON**

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14 Las Vegas, Nevada 89101

15 *Attorneys for Plaintiff*  
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## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS	DEFENDANTS																								
<p>(b) County of Residence of First Listed Plaintiff <u>Clark, Nevada</u> (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorney's (Firm Name, Address, and Telephone Number) SANTORO, DRIGGS, WALCH, KEARNEY, HOLLEY &amp; THOMPSON 400 S. Fourth Street, 3<sup>rd</sup> Floor Las Vegas, NV. 89101 (702)791-0308</p>	<p>County of Residence of First Defendant _____ (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.</p> <p>Attorneys (If Known) _____</p>																								
<p><b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff      <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 2 U.S. Government Defendant      <input type="checkbox"/> 4 Diversity</p> <p style="text-align: center;">(Indicate Citizenship of Parties in Item III)</p>																									
<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width:100%;"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporate and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>			PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporate and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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IV. NATURE OF SUIT (Place an "X" in One Box Only)					
CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUS	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employer's Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 - Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p><b>PERSONAL PROPERTY</b></p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 - Airline Regs. <input type="checkbox"/> 660 - Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <p style="text-align: center;"><b>PROPERTY RIGHTS</b></p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<p><b>REAL PROPERTY</b></p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p><b>CIVIL RIGHTS</b></p> <input type="checkbox"/> 441 - Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<p><b>PRISONER PETITIONS</b></p> <input type="checkbox"/> 510 Motions to Vacate Sentence <p><b>Habeas Corpus:</b></p> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<p><b>LABOR</b></p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<p><b>SOCIAL SECURITY</b></p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <p><b>FEDERAL TAX SUITS</b></p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609	

V. ORIGIN							
Place an "X" in One Box Only							
<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Remove from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment	

VI. CAUSE OF ACTION	Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 U.S.C. 1051 et seq.
	Brief description of cause: Mark Infringement; Unfair Competition; Cybersquatting

VII. REQUESTED IN COMPLAINT	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	DEMAND \$	CHECK YES only if demanded in complaint: JURY DEMAND: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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VIII. RELATED CASE(S) IF ANY	(See instructions):	JUDGE	DOCKET NUMBER
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DATE 10/19/2007	SIGNATURE OF ATTORNEY ON RECORD 
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FOR OFFICE USE ONLY	RECIPT #	AMOUNT	APPLYING IFP	JUDGE	MAG. JUDGE
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AO 440 (Rev. 8/01) Summons in a Civil Action

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**UNITED STATE DISTRICT COURT**  
DISTRICT OF NEVADA

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PINNACLE ENTERTAINMENT, INC., a Delaware  
corporation,

**SUMMONS IN A CIVIL ACTION**

v.

CASE NUMBER:

LINKZ INTERNET SERVICES, foreign entity,

**TO:** (Name and Address of Defendant)

Linkz Internet Services  
30369 Seven Mile Beach  
Grand Cayman, Cayman Islands B.W.I.  
KY

**YOU ARE HERBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

James D. Boyle, Esq.  
SANTORO, DRIGGS, WALCH, KEARNEY, HOLLEY & THOMPSON  
400 South Fourth Street, 3<sup>rd</sup> Floor  
Las Vegas, Nevada 89101

an answer to the complaint which is herewith served upon you, with this summons. within 20 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BY DEPUTY CLERK

AO 440 (Rev. 8/01) Summons in a Civil Action

<b>RETURN OF SERVICE</b>		
Service of the Summons and Complaint was made by me <sup>1</sup>	DATE	
NAME OF SERVER (PRINT)	TITLE	
<p><i>Check one box below to indicate appropriate method of service</i></p> <p><input type="checkbox"/> Served personally upon the defendant. Place where served:</p> <p><input type="checkbox"/> Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.</p> <p style="margin-left: 40px;">Name of person with whom the summons and complaint was left:</p> <p><input type="checkbox"/> Returned unexecuted:</p> <p><input type="checkbox"/> Other (specify):</p>		
<b>STATEMENT OF SERVICE FEES</b>		
TRAVEL	SERVICES	TOTAL
<b>DECLARATION OF SERVER</b>		
<p>I declare under penalty under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.</p>		
<p>Executed on _____</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center; margin-top: 5px;"><i>Date</i></p> </div> <div style="width: 45%;"> <p style="text-align: center; margin-top: 5px;"><i>Signature of Server</i></p> </div> </div>		
<p style="text-align: center; margin-top: 20px;">_____ <i>Address of Server</i></p>		

<sup>1</sup> As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.